

1 Robert A. Julian (SBN 88469)  
2 Cecily A. Dumas (SBN 111449)  
BAKER & HOSTETLER LLP  
1160 Battery Street, Suite 100  
3 San Francisco, CA 94111  
Telephone: 628.208.6434  
4 Facsimile: 310.820.8859  
Email: rjulian@bakerlaw.com  
Email: cdumas@bakerlaw.com

6 Eric E. Sagerman (SBN 155496)  
7 Lauren T. Attard (SBN 320898)  
BAKER & HOSTETLER LLP  
11601 Wilshire Boulevard  
8 Suite 1400  
Los Angeles, CA 90025  
Telephone: 310.820.8800  
9 Facsimile: 310.820.8859  
Email: esagerman@bakerlaw.com  
Email: lattard@bakerlaw.com

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11 *Counsel for Official Committee of Tort Claimants*  
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13 **UNITED STATES BANKRUPTCY COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**

16 **In re:**

17 **PG&E CORPORATION**

18 **-and-**

19 **PACIFIC GAS AND ELECTRIC**  
COMPANY,

Debtors.

- 20  Affects PG&E Corporation
- 21  Affects Pacific Gas and Electric Company
- 22  Affects both Debtors

23 *\*All papers shall be filed in the Lead Case,  
No. 19-30088 (DM)*

24 Bankruptcy Case  
No. 19-30088 (DM)

25 Chapter 11  
(Lead Case)  
(Jointly Administered)

26 **REPLY IN SUPPORT OF THE  
APPLICATION OF THE OFFICIAL  
COMMITTEE OF TORT CLAIMANTS  
PURSUANT TO 11 U.S.C. § 1103 AND  
FED. R. BANKR. P. 2014 AND 5002 TO  
RETAIN AND EMPLOY TRIDENT  
DMG LLC AS COMMUNICATIONS  
CONSULTANT EFFECTIVE AS OF  
JULY 18, 2019**

27 Date: August 27, 2019  
28 Time: 9:30 a.m. (Pacific Time)  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

1 The Official Committee of Tort Claimants (the “**TCC**”) for its Reply in support of its  
2 Application of The Official Committee of Tort Claimants Pursuant to 11 U.S.C. § 1103 and Fed.  
3 R. Bankr. P. 2014 and 5002 to Retain and Employ Trident DMG LLC as Communications  
4 Consultant Effective as of July 18, 2019 (Dkt. No. 3224) (the “**Application**”), and in response to  
5 the Debtors’ Objection to the retention of Trident<sup>1</sup> (Dkt. No. 3610) (the “**Objection**”),<sup>2</sup> respectfully  
6 states as follows:

7 In the Objection, the Debtors oppose the TCC's proposed retention of Trident based on the  
8 scope of services Trident has agreed to perform and the terms of the indemnity in Trident's  
9 Engagement Letter with the TCC. However, as explained below, Trident proposes to provide non-  
10 duplicative services crucial to enabling the TCC to effectively communicate with the tort claimants  
11 in these Cases. In addition, the terms of the indemnity sought by Trident are nearly identical to  
12 those terms previously approved by the Court for other professionals in these Cases. Therefore, the  
13 Debtor's Objection lacks merit and should be overruled.

14 The Debtors first argue that the TCC should not be permitted to retain Trident because its  
15 services are unnecessary or could be performed by the TCC's existing professionals. This argument  
16 fails for several reasons. As explained in the Application, the TCC has a unique role in the Cases.  
17 It has been tasked with representing a large and dispersed group of claimants, many of which have  
18 lost their loved ones and homes due to the wildfires caused by the Debtors. Most of these claimants  
19 are also unfamiliar with how a corporate bankruptcy works, including the claims process.  
20 Therefore, tort claimants will likely require greater explanation and guidance beyond the resources  
21 already available to them so that they may better understand what is occurring in the Cases and take  
22 necessary steps to preserve their rights. To effectively communicate with this uniquely-situated  
23 group, the TCC has engaged Trident, a full-service communications and consulting firm with  
24 specialized expertise in developing, executing, and managing communications strategies in the

<sup>1</sup> Capitalized terms used but not defined in this Reply shall have the meanings ascribed to such terms in the Application.

<sup>28</sup> <sup>2</sup> In the Application, the TCC reserved the right to file a brief and memorandum of law in response to any objection to this Application. Application at 9. This Reply is filed in accordance therewith.

1 mass tort and bankruptcy contexts. The TCC's existing professionals do not possess this same  
2 skillset nor have they been retained to provide similar communication-related services.

3 As also discussed in the Application, Trident will not be hosting a separate website, nor will  
4 it perform other functions, such as claims processing, balloting and noticing services, that Epiq and  
5 Primeclerk are already providing. And to ensure that the Trident's services do not overlap with  
6 those of Epiq, Primeclerk, and the TCC's professionals, the TCC will closely monitor the activities  
7 of Trident and its other professionals to avoid the duplication of work. Moreover, Trident's future  
8 applications for the payment of professional fees and reimbursement of expenses will also be  
9 subject to the scrutiny of the fee examiner appointed by this Court. To the extent an issue regarding  
10 duplication ever arises, it may be addressed by the fee examiner at the appropriate time. As  
11 compared to the quantum of fees sought by other professionals in these Cases, Trident seeks a  
12 relatively modest fee: a \$45,000 initial monthly fee and monthly fees of \$35,000 for subsequent  
13 months. This amount is very reasonable considering the size and scope of these Cases and the  
14 number of tort claimants with whom Trident will be tasked with communicating.

15 Second, the Debtors contend without any support that the indemnity in Trident's  
16 Engagement Letter is inappropriately broad. This position lacks merit. The Application seeks the  
17 Court's authorization for the Debtors to indemnify and hold Trident harmless, but not for claims or  
18 expenses arising from Trident's bad faith, willful misconduct, gross negligence, or negligence. In  
19 these Cases, the Court has approved the indemnification of the Debtors' and TCC's professionals  
20 on very similar terms.<sup>3</sup>

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26 <sup>3</sup> See e.g., Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to  
27 Retain and Employ KPMG LLP as Information Technology, Risk, and Forensic Technology Consultants to the Debtors  
Nunc Pro Tunc to Petition Date (Dkt No. 2503); Order Approving the Application of the Official Committee of Tort  
Claimants Pursuant to 11 U.S.C. § 1103 and Fed. R. Bankr. P. 2014 and 5002 to Retain and Employ Lincoln Partners  
Advisors LLC as a Financial Adviser Effective as of March 1, 2019 (Dkt. No. 1976).

1                   **WHEREFORE**, for the reasons stated above and in the Application, the TCC respectfully  
2 requests that this Court enter an order, in the form attached to the Application as **Exhibit A**, (a)  
3 authorizing the retention of Trident effective as of July 18, 2019; and (b) granting such other and  
4 further relief as is just and proper.

5                   Dated: August 23, 2019

6                   Respectfully submitted,

7                   BAKER & HOSTETLER LLP

8                   By: /s/ Robert A. Julian  
9                   Robert A. Julian

10                   *Counsel for Official Committee of Tort Claimants*